**Request for Quote**  
(This is not an order.)

<table>
<thead>
<tr>
<th>Solicitation Number</th>
<th>Date Issued</th>
<th>Procurement Officer Phone</th>
<th>E-Mail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFQ121019AR</td>
<td>10/25/12</td>
<td>Annette Roberts (843) 349-2161</td>
<td><a href="mailto:aroberts@coastal.edu">aroberts@coastal.edu</a></td>
</tr>
</tbody>
</table>

**DESCRIPTION:** Charter Coach Bus Service for Athletic Team Travel  
**USING GOVERNMENTAL UNIT:** Coastal Carolina University

The Term "Offer" Means Your "Bid" or "Proposal".

OFFERS MUST CONTAIN, AS A MINIMUM, THOSE ITEMS IDENTIFIED IN SECTION IV OF THIS SOLICITATION.

**SUBMIT OFFER BY (Opening Date/Time):**  
11/5/12  
See "Deadline for Submission of Offer" provision

**QUESTIONS MUST BE RECEIVED BY:**  
10/30/12  
See "Questions From Offeror" provision

Quotes may be submitted using any of the following methods (also see “Submitting Your Offer” provision):  
1) By fax: 843-349-2184; 2) by email to the address noted above; or 3) by mail or hand-delivery to either of the following:

**MAILING ADDRESS:**  
Coastal Carolina University  
Procurement Services  
P.O. Box 261954  
Conway, SC 29528

**PHYSICAL ADDRESS:**  
Coastal Carolina University  
Procurement Services  
642 Century Circle  
Conway, SC 29526

Note: If you choose to return your response via email, no additional signature is required. It will be assumed that the sender has the ability to legally bind the organization or company to a contract. The name entered in the Signature section will be considered equivalent to an ink signature.

**CONFERENCE TYPE:** N/A  
**DATE & TIME:** (EST)

As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions

**AWARD & AMENDMENTS**  
Award will be posted at the Physical Address stated above on 11/6/12. The award, this solicitation, and any amendments will be posted at the following web address:  
http://www.coastal.edu/procurement/solicit.html

You **must** submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

**NAME OF OFFEROR**  
(Full legal name of business submitting the offer)

**OFFEROR'S TYPE OF ENTITY:**  
(Check one)  
□ Sole Proprietorship  
□ Partnership  
□ Corporation (tax-exempt)  
□ Corporate entity (not tax-exempt)  
□ Government entity (federal, state, or local)  
□ Other _________________________

(See "Signing Your Offer" provision.)

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror **must** be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

**STATE OF INCORPORATION**  
(If offeror is a corporation, identify the state of incorporation.)

**TAXPAYER IDENTIFICATION NO.**  
Note: Please include a federal TIN (company) or social security number (individual) with your quote as otherwise the issuance of a potential purchase order and related payments will be delayed.
HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)  

NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)

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<thead>
<tr>
<th>Area Code</th>
<th>Number</th>
<th>Extension</th>
<th>Facsimile</th>
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PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)

ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders" and "Contract Documents" clauses)

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<tr>
<th>Payment Address same as Home Office Address</th>
<th>Order Address same as Home Office Address</th>
<th>Payment Address same as Notice Address</th>
<th>Order Address same as Notice Address</th>
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ACKNOWLEDGMENT OF AMENDMENTS

Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.

See "Amendments to Solicitation" Provision

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<tr>
<th>Amend. #</th>
<th>Amend. Issue Date</th>
<th>Amend. #</th>
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DISCOUNT FOR PROMPT PAYMENT

See "Discount for Prompt Payment" clause

10 Calendar Days (%) 20 Calendar Days (%) 30 Calendar Days (%) _____Calendar Days (%)

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)]

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

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<tr>
<th>In-State Office Address same as Home Office Address</th>
<th>In-State Office Address same as Notice Address</th>
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PAGE TWO (JAN. 2009)
I. SCOPE OF SOLICITATION –

ACQUIRE SERVICES & SUPPLIES / EQUIPMENT (JAN 2006): The purpose of this solicitation is to acquire services and/or supplies or equipment complying with the enclosed description and/or specifications and conditions.

It is the intent of Coastal Carolina University to solicit bids for Charter Coach Bus Service to transport student-athletes per the attached bid schedule. The Charter Coach bus will be a minimum of 54 passenger seating capacity. The contractor shall have Federal Motor Carrier Safety Administration (FMCSA)1 authority to conduct for-hire transportation of passengers (including proof of liability and/or insurance) and own a motor coach or fleet.

MAXIMUM CONTRACT PERIOD — ESTIMATED (JAN 2006):

Start date: February 8, 2013   End date: March 30, 2013.

Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract – Effective Date / Initial Contract Period".

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

DEFINITIONS (JAN 2006)

EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION:

AMENDMENT means a document issued to supplement the original solicitation document.
BOARD means the South Carolina Budget & Control Board.
BUYER means the Procurement Officer.
CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.
CONTRACT See clause entitled Contract Documents & Order of Precedence.
CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.
CONTRACTOR means the Offeror receiving an award as a result of this solicitation.
COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.
ORDERING ENTITY Using Governmental Unit that has submitted a Purchase Order.
PAGE TWO means the second page of the original solicitation, which is labeled Page Two.
PROCUREMENT OFFICER means the person, or his successor, identified as such on the Cover Page.
YOU and YOUR means Offeror.
SOLICITATION means this document, including all its parts, attachments, and any Amendments.
STATE means the Using Governmental Unit(s) identified on the Cover Page.
SUBCONTRACTOR means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the

1 http://www.fmcsa.dot.gov/
Cover Page names a Statewide Term Contract as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

WORK means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract. [02-2A003-1]

**AMENDMENTS TO SOLICITATION (JAN 2004)**

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

**AWARD NOTIFICATION (NOV 2007)**

Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page.

**BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)**

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

**BID ACCEPTANCE PERIOD (JAN 2004)**

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

**BID IN ENGLISH and DOLLARS (JAN 2004)**

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

**BOARD AS PROCUREMENT AGENT (JAN 2004)**

(a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the Board acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Board is not a party to such contracts, unless and to the extent that the board is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-1]

**CODE OF LAWS AVAILABLE (JAN 2006)**


**COMPLETION OF FORMS/CORRECTION OF ERRORS (JAN 2006)**

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.) [02-2A045-1]

**DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)**

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)] [02-2A050-1]

**DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MAY 2011):** You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive
DUTY TO INQUIRE (JAN 2006)
Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. [02-2A070-1]

ETHICS CERTIFICATE (JAN 2004)
Ethics Certificate (May 2008): By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by contractors; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

OMIT TAXES FROM PRICE (JAN 2004)
Do not include any sales or use taxes in your price that the State may be required to pay. [02-2A080-1]

QUESTIONS FROM OFFERORS (JAN 2004)
(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [02-2A095-1]

REJECTION/CANCELLATION (JAN 2004)
The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (JAN 2004)
(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]
(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment. [02-2A105-1]

RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004)
Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials. All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, you agree not to give anything to any Using Governmental Unit or its employees, agents or officials prior to award. [02-2A110-1]

SIGNING YOUR OFFER (JAN 2004)
Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

TAXPAYER IDENTIFICATION NUMBER (JAN 2004)
(a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.
(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government. [02-2A140-1]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)
Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]
II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

CONFERENCE – PRE-BID/PROPOSAL (JAN 2006): Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

DISCUSSION WITH OFFERORS (JAN 2006): After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your offer. [Section 11-35-1530(6)]

MAIL PICKUP (CCU 2006): The University’s Mail Services picks up all mail from the US Postal Service once daily around 9:00 a.m. (excluding weekends and holidays), and disseminates the mail to the Procurement office normally by 12:00 pm. See provision entitled Deadline for Submission of Offer.

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)]

PREFERENCES - SC/US END-PRODUCT (SEP 2009): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See "Substitutions Prohibited - End Product Preferences (Sep 2009)" provision.

PREFERENCES - RESIDENT CONTRACTOR PREFERENCE (SEP 2009): To qualify for the RCP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must, at the time you submit your bid, directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and your total direct labor cost for those individuals to provide those services must exceed fifty percent of your total bid price. [11-35-1524(C)(1)(iii)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that will perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, and documentation of the your labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action).
PREFERENCES - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009): To qualify for this preference, you must meet the following requirements. (1) You must -- at the time you submit your bid -- have a documented commitment from a single proposed first tier subcontractor to perform some portion of the services expressly required by the solicitation. (2) The subcontractor -- at the time you submit your bid -- must directly employ, or have a documented commitment with, individuals domiciled in South Carolina that will perform services expressly required by the solicitation and the total direct labor cost to the subcontractor for those individuals to provide those services exceeds, as applicable, either twenty percent for a 2% preference or forty percent of bidder’s total bid price for a 4% preference. (3) You must identify the subcontractor that will perform the work, the work the subcontractor is to perform, and your factual basis for concluding that the subcontractor’s work constitutes the required percentage of the work to be performed in the procurement. [11-35-1524(D)] You can stack this preference, i.e., earn another 2% or 4% preference for each additional qualifying subcontractor, but the preference is capped. [11-35-1524(D)(4), (E)(7)] Upon request by the procurement officer, you must identify the persons domiciled in South Carolina that are to perform the services involved in the procurement upon which you rely in qualifying for the preference, the services those individuals are to perform, the employer of those persons, your relationship with the employer, and documentation of the subcontractor’s labor cost for each person identified. If requested, your failure to provide this information promptly will be grounds to deny the preference (and, potentially, for other enforcement action). YOU WILL NOT RECEIVE THE PREFERENCE UNLESS YOU SPECIFY WHETHER YOUR ARE CLAIMING THE 2% OR 4% PREFERENCE AND YOU PROVIDE THE INFORMATION REQUIRED BY ITEM (3) ABOVE.

PREFERENCES - RESIDENT VENDOR PREFERENCE (SEP 2009): To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code).

UNIT PRICES REQUIRED (JAN 2006): Unit price to be shown for each item.

III. SCOPE OF WORK / SPECIFICATIONS –

The University is seeking a Contractor to provide a charter coach bus service to transport the University’s Student Athletes for the four games listed in the bid schedule. The successful Contractor shall furnish all buses, drivers, fuel, maintenance, and materials necessary for this purpose.

SPECIFICATIONS

A. Buses: Buses manufacturer date shall not be older than ten years. Buses shall be equipped in accordance with all applicable state and federal regulations and safety standards. Buses shall be equipped and serviced for passenger comfort for long-distance travel, which should include operable heating and air-conditioning, clean restrooms, AM/FM stereo radios, televisions and DVD/video cassette recorders; outlet for cell phone and/or computer. All amenities must be fully operational. All buses deployed for use shall be roadworthy, safe, and compliant with all applicable DOT requirements and specifically, be FMCSA compliant.

B. Statutory Requirements: The Offeror shall pay and maintain all licenses, permits, taxes, etc. which are or may be required by any and all regulatory authorities for the performance and satisfaction of this contract. Rules and regulations of all local, state and federal authorities which govern the safety of public transportation operations, equipment condition, proficiency of operators and maintenance personnel, and first aid requirements are to be complied with at all times. Offeror must have and maintain a rating of “Satisfactory” through the Federal Motor Carrier Safety Administration.
C. **Insurance:** Contractor must carry a mandated minimum of $5,000,000 of insurance coverage in accordance with the United States Department of Transportation Federal Motor Carrier Safety Administration regulations.

D. **Drivers:** Drivers shall be employed by the Contractor and dressed in uniform that identifies the company and driver. Drivers are to be fully qualified to operate the equipment and licensed accordingly as per all Federal, State, local and U.S. Department of Transportation. No smoking will be allowed, except, outside of buses prior to commencement of trip, after conclusion of trip, or during scheduled stops. Drivers shall not eat, drink, smoke, read (including road maps or trip itineraries), write in log books, wear a headset/listening device, send or receive text messages, or use a cell phone while operating the vehicle except in the event of a bona fide emergency. In all instances, drivers are expected to pull off the road before engaging in such activities. Drivers shall not, under any circumstance, pick up any passengers during the trip that are not part of the University’s approved travel group. Drivers shall have prior knowledge of the trip itinerary and have a route planned. If the bus is equipped with an installed radio communication system or GPS or other navigation system, drivers trained in its safe operation may use such equipment in accordance with company policy. Drivers shall be knowledgeable of preventive measures to keep inclement weather from adversely affecting scheduled trip. The cost of meals for the driver is the responsibility of the contractor. The University will provide drivers with overnight accommodations for trips requiring extended stays. Due to length of time needed for travel on some trips, a second driver may be needed to be in compliance with the US DOT hours of service rule. The Contractor and the University understand and agree that Federal Department of Transportation safety regulations require that a driver not exceed 10 hours driving time and 5 hours on duty time (not driving) per 24 hours. Offer must include for relief of driver’s if needed and/or required by law. All drivers will comply with federal duty time limitations. All drivers must be properly licensed and trained on equipment to be operated. Drivers must be fluent in the English language. All operators, drivers and buses will be fully licensed and possess current federal inspections for both inter-state and intra-state carriage of passengers.

E. **Routing/Scheduling:** All trip mileage charges shall begin and end at the University’s location unless otherwise specified. Arrival times listed on bid proposal are estimates. Final scheduling for departure times and pick-up locations are the responsibility of the Contractor, and should be made with the University Travel Coordinator in charge. Contractor shall forward a copy of the trip map route 48 hours in advance to the University Travel Coordinator in charge for each event. The University shall provide the Contractor with an updated itinerary if a change is necessary, at a minimum of 72 hours before the departure time and date on the itinerary in this solicitation, unless the travel has been mandated in a change of schedule for reason out of the University’s control. Athletic events are subject to change based on schedule changes or inclement weather and may require a change in schedule or cancellation of scheduled trip. Any change will be provided as soon as information becomes available to University Travel Coordinator in charge. Trips in excess of 200 miles from the University will be by the most direct route to destination to eliminate unnecessary road time. All return trips are straight through from place of departure. The Contractor shall include local travel at each of the athletic competitions listed within this solicitation (i.e. from the hotel to the stadium, restaurant, etc). The Contractor will brief University Travel Coordinator in charge regarding route to be followed, stops in route and other service items. The University reserves the right to request changes, within reason, to the itinerary. During the movement, the University Travel Coordinator in charge will be briefed concerning irregular events that occur and all reasons for delays or other interruptions to movement.

F. **Cancellation by the University:** Trip cancellations are not anticipated, but are nevertheless possible. Any cancellation notice will be provided as soon as information becomes available to University Travel Coordinator in charge. Should the University be required to cancel a trip with the Contractor, no penalty will be applied.

G. **Approved Persons Only:** Only the approved Contractor driver and University personnel and students are allowed on the buses during travel, unless an additional relief driver is required by law, which will require disclosure to the University.
H. **Subcontractors:** Contractor shall not subcontract coach bus service with another carrier under the terms of this contract or otherwise assign this contract unless approval is obtained from Procurement Services during normal business hours Monday through Friday, 8:00 am – 5:00 pm. If mechanical breakdown occurs outside of normal business hours during travel, the University Travel Coordinator(s) shall have authority to approve use of subcontractor occurring outside of normal business hours.

I. **Standards of Service**

1. **General:** The standards of service prescribed herein are a minimum and are intended to assure the provisions of service commensurate with authorized entitlements and apply to all motor coaches used for bus transportation procured under this solicitation. In emergency situations carriers will endeavor to comply with the prescribed standards, as the circumstances permit.

2. **Arrival Time and Punctuality:** Punctuality and motor coach availability are vitally important, as athletic teams must not be late or absent from scheduled events due to NCAA regulations. The Contractor shall arrive on the University’s campus no later than one (1) hour prior to the departure time prescribed on the provided itinerary.

3. **Baggage:** It is the responsibility of the University Travel Coordinator to load and unload baggage, band instruments, athletic items, etc. It is the responsibility of the Contractor to verify all baggage is properly loaded and secured and that baggage compartment doors are properly secured.

4. **Mechanical Breakdowns:** The Contractor must have sufficient fleet to compensate for mechanical breakdowns. Should mechanical breakdown or accident prevent continuation of trip with the original equipment, it shall be the Contractor’s responsibility to provide alternate transportation that meets the specifications as outlined in solicitation and make every reasonable effort to maintain original schedule. The procedures in place for roadside emergencies may be requested for evaluation purposes. Your failure to provide procedures upon request may result in rejection of your offer. Procurement Services must receive your references within 2 (two) days of request.

5. **Inspection:** The University reserves the right to inspect and reject all vehicles used in executing this contract. Such inspection may include a review of state required maintenance records, safety equipment, tires, glass, general appearance and cleanliness, and any other area that could affect the safety and comfort of passengers. Inspection will also include observance of the Contractor’s procedures for compliance with the stated Standards of Service and other stated Specifications. Material deficiencies shall result in a written cure notice or, at the determination of the University, may result in the immediate termination of the contract and/or reduction in the total contract price of up to twenty (20%) of the trip in question.

**DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER (JAN 2006):** After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order. In general, the delivery address will be as follows:

- Coastal Carolina University
- Central Receiving
- 642 Century Circle
- Conway, SC 29526

**QUALITY – NEW (JAN 2006):** All items must be new unless otherwise specified.
IV. INFORMATION FOR OFFERORS TO SUBMIT

As a minimum, Offerors shall submit the following:

- Page 1 of this solicitation
- Page 2 of this solicitation
- All pages identified as Section VIII. BIDDING SCHEDULE/PRICE
- Page identified as MINORITY PARTICIPATION / OFFSHORE CONTRACTING (if applicable)

Offerors will submit the following information to the University with the bid request:

1. List of the vehicles to include the number of passenger capacity, license plate tag number (s), vin number (s), plus the manufactured year for all buses you own to perform the work as per specifications.

2. The most recent Federal Motor Carrier Safety Administration report with a rating of “Satisfactory”.

3. Offeror’s Federal DOT #.

4. List of failed projects, suspensions, debarments, and significant litigation if applicable.

5. A minimum of three (3) references where similar services were provided during the past two (2) calendar years.

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR (JANUARY 2006): To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror’s responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810.

SUBCONTRACTOR – IDENTIFICATION (JAN 2006): If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business’ name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may evaluate your proposed subcontractors.

QUALIFICATIONS - MANDATORY MINIMUM (CCU):

(a) In order to be qualified to receive award, you must meet the following mandatory minimum qualifications:

- The contractor shall have Federal Motor Carrier Safety Administration (FMCSA)\(^2\) authority to conduct for-hire transportation of passengers, and own a motor coach or fleet.
- The contractor must have a rating of “Satisfactory” on the most recent Federal Motor Carrier Safety Administration report.
- All buses offered in response to this solicitation must have a manufacturer date no older than ten (10) years.

(b) The Procurement Officer may, in his discretion, consider the experience of a predecessor firm or of a firm's key personnel which was obtained prior to the date offeror was established

(c) Provide adequate information and documentation to establish that you meet all requirements in subparagraph (a) above

VI. AWARD CRITERIA–

AWARD BY ITEM OR LOT (JAN 2006): Award will be made by individual items and/or complete lot(s).

AWARD CRITERIA – BIDS (JAN 2006): Award will be made to the lowest responsible and responsive bidder(s).

AWARD TO MULTIPLE OFFERORS (JAN 2006): Award may be made to more than one Offeror.

COMPETITION FROM PUBLIC ENTITIES (JAN 2006): If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by nongovernmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004).

UNIT PRICE GOVERNS (JAN 2006): In determining award, unit prices will govern over extended prices unless otherwise stated.

VII. TERMS AND CONDITIONS – A. GENERAL

This section contains the standard terms and conditions that apply to all solicitations and procurements made by Coastal Carolina University (University). Any seller-provided terms and conditions included with seller’s quote, invoice, or other documents shall be of no effect.

ASSIGNMENT: The order is not assignable by the seller without the prior written consent of the University.

CHOICE OF LAW: The order shall be governed in all respects by the laws of the State of South Carolina. The order shall not be modified except by written agreement of the University and seller. Jurisdiction and venue shall reside in the State of South Carolina.

CONTRACT ADMINISTRATION: Questions or problems arising after award of this order shall be directed to Coastal Carolina University, Office of Procurement and Business Services, PO Box 261954, Conway SC 29528. The Office of Procurement Services is located in Atlantic Hall, 642 Century Circle, Conway SC.

COMPLIANCE WITH LAWS: The seller, by acceptance of the order, will be deemed to represent that it has complied, or will comply, with all applicable Federal, State and local laws and ordinances and all lawful orders, rules and regulations there under.

DELIVERY: Subject to conditions beyond the control of the seller, delivery of completion must actually be affected within the time stated on the order. If, for any reasons whatsoever, including conditions beyond the control of seller, completion is not timely, the University reserves the right to obtain the goods or services elsewhere and to charge seller with any loss incurred as a result thereof or, as its option, to cancel the order.

EQUAL OPPORTUNITY: The University is an Equal Opportunity Employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, handicap or veteran status. The successful vendor will comply with all Federal and State requirements concerning fair employment of the handicapped, and concerning the treatment of all employees and applicants for employment without discrimination by reason of race, color, religion, sex, national origin, age, handicap or veteran status.

EXCESS QUANTITY: Any materials shipped in excess of the quantity specified in the order may, at the University’s option, be returned to the seller at seller’s expense. The University will not be obligated to pay for services or labor provided in excess of that specified in the order.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA): Seller warrants that it will not make available or distribute any student education records it receives from the University in violation of the federal Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. section 1232g. Seller agrees to limit access to
records provided by the University to its employees with a legitimate need to know in order for the seller to fulfill its obligations under this agreement. Seller warrants that it has procedures in place to prevent unauthorized access to data provided by the University, and the procedures will be documented and available to the University upon request. Seller will notify the University immediately in the event of a security breach that could or does impact the University records or data. Seller agrees that University data will not be shared or sold to third parties without prior written authorization from the University. Seller agrees to notify the University immediately if it receives a subpoena, court order or other request for University data so the University can take appropriate action if needed.

**HOLD HARMLESS:** The University, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the seller, provided that such liability is not attributable to negligence on the part of the University or failure of the University to use the materials in the manner outlined by the seller in descriptive literature or specifications submitted with the seller’s proposal.

**IMPORTED GOODS:** Whenever seller acts as the University’s agent in importing goods from other countries, the seller agrees to show on its invoices the amount of any customs or import duties paid to the United States government as a separate item.

**INSPECT/REJECT:** The University reserves the right to inspect any equipment offered or completed service and to reject equipment or service if it is not acceptable as determined by the University.

**INVOICE ITEMIZATION:** All transportation, insurance, crating, and/or packing charges are to be entered as separate items on seller’s invoice, unless goods are sold F.O.B. destination or such charges are included in seller’s price.

**LIABILITY INSURANCE:** If any other work specified by this order is to be performed on the University’s premises, the seller may be required, prior to commencement of work, to furnish the University with certificates of insurance showing that it has currently in force insurance written for not less than the following limits of liability or as required by South Carolina law, whichever is greater:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>COMMERCIAL GENERAL LIABILITY:</strong></td>
<td></td>
</tr>
<tr>
<td>General Aggregate (per project)</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Fire Damage (Any one fire)</td>
<td>$50,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Medical Expense (Any one person)</td>
<td>$5,000</td>
</tr>
<tr>
<td><strong>BUSINESS AUTO LIABILITY</strong> (including All Owned, Non-owned, and Hired Vehicles):</td>
<td></td>
</tr>
<tr>
<td>Combined Single Limit</td>
<td>$1,000,000 OR Bodily Injury &amp; Property Damage (each)</td>
</tr>
<tr>
<td><strong>WORKER’S COMPENSATION:</strong></td>
<td></td>
</tr>
<tr>
<td>State Statutory Employers Liability</td>
<td>$100,000 Per Acc.</td>
</tr>
<tr>
<td>$500,000 Disease, Policy Limit; $100,000</td>
<td></td>
</tr>
<tr>
<td>Disease, Each Employee</td>
<td></td>
</tr>
</tbody>
</table>

The University reserves the right to request additional limits based on the scope of the order. If required, the seller shall provide to the University a signed, original certificate of liability insurance (ACORD 25) which identifies the types of insurance and states the limits of liability for each type of coverage. The certificate shall include a provision for thirty (30) days notice prior to cancellation and shall name the University as an additional insured, with language shown in the Description of Operations section as follows:

"Coastal Carolina University, including its current and former trustees, officers, directors, employees, volunteer workers, agents, assigns and students, is added to this policy as additional insured."

The certificate must be received directly from either the seller’s insurance agent or the insurance company. The University’s failure to demand a certificate of insurance required by this section is not a waiver of the seller’s obligation to obtain the required insurance. All costs for this insurance shall be borne by the seller.

**INSURANCE FEDERAL REQUIREMENTS:**

The Contractor must maintain for the life of the contract insurance required to receive DOT authority to operate.

**LICENSES AND PERMITS:** During the term of the contract, the seller shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and/or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in the order.

**NON-INDEMNIFICATION:** Any term or condition is void to the extent it requires the University to indemnify anyone.
ORDER: Seller shall not provide any goods or services prior to the receipt of an official order from the University. The University may order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

PURCHASING CARD: Seller agrees to accept payment by the University Purchasing Card for no extra charge. The University Purchasing Card is issued by Visa through a statewide program offered to state agencies which allows agencies to make authorized purchases from a vendor without the requirement to issue a purchase order.

PUBLICITY: The seller shall not publish any comments or quotes made by University employees, or include the University in news releases, published client lists, or other such media, without the prior written approval of the University’s Office of Procurement and Business Services and University Communication.

SHIPPING / RISK OF LOSS: F.O.B. Destination. Destination is the shipping dock of the University’s designated receiving site, or other location, as may be specified on the order.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS: For orders involving payment and performance obligations beyond one fiscal period, such payments and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, seller will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Seller will not be reimbursed any costs amortized beyond the initial contract term.

UNIVERSITY POLICIES: The seller agrees to comply with all other applicable University policies as provided through this web site: http://www.coastal.edu/policies/

WARRANTIES: In addition to any expressed or implied warranties provided by applicable law, the seller hereby represents and warrants that the goods delivered or services performed on this order will be in accordance with the University’s specifications, drawings, or samples, if such were submitted, and if any goods or workmanship proves defective within one year from delivery or completion, or is not in accordance with specifications, drawings or samples, the University may cancel this order and return this order or correct the defective goods or work at seller’s expense. The foregoing representations and warranties shall survive acceptance of the goods or services.

VII. TERMS AND CONDITIONS – B. SPECIAL –

BANKRUPTCY (JANUARY 2006): (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is cancellable and subject to immediate termination by the State upon the contractor’s insolvency, including the filing of proceedings in bankruptcy.

CONTRACTOR PERSONNEL (JANUARY 2006): The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR’S OBLIGATION – GENERAL (JANUARY 2006): The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor’s performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

CONTRACTOR’S USE OF STATE PROPERTY (JAN 2006): Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce,
distirbutf, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work.

**DEFAULT – SHORT FORM (JANUARY 2006):** The state may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

**DISPOSAL OF PACKAGING (JAN 2006):** Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation.

**FIXED PRICING REQUIRED (JANUARY 2006):** Any pricing provided by contractor shall include all costs for performing the work associated with that price. Contractor's price shall be fixed for the duration of this contract, including option terms, except as otherwise provided in this solicitation. This clause does not prohibit contractor from offering lower pricing after award.

**HIPPA LAW:** The Contractor agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability Accountability Act of 1996, P.L. 104-91, as amended (“HIPPA”), or its implementing regulations, it will comply with the HIPPA requirements and will execute such agreements and practices as the University may require to ensure compliance. Additional information may be viewed at [http://www.sc.edu/hippa](http://www.sc.edu/hippa)

**ILLEGAL IMMIGRATION (NOV. 2008):** An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)

By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that the applicable requirements of Title 8, Chapter 14 are inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, “A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both.” You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

**MATERIAL AND WORKMANSHIP (JAN 2006):** Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

**NOTICE (JANUARY 2006):** (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

**PAYMENT & INTEREST (MAY 2011):** (a) Unless otherwise provided in this Solicitation, the State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant
to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. § 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding.

PRIVACY – WEB SERVICES (JAN 2006): You agree that any information acquired by you about individuals or businesses that is available to you as a result of your performance of this contract shall not be retained beyond the end of the term of the contract without the express written consent of the government. Such information shall never be sold, traded, or released to another entity, including affiliates, and shall not be used for any purpose other than performing this contract. Upon request, contractor shall provide written confirmation of compliance with this clause.

PURCHASE ORDERS (JANUARY 2006): CONTRACTOR SHALL NOT PERFORM ANY WORK PRIOR TO THE RECEIPT OF A PURCHASE ORDER FROM THE USING GOVERNMENTAL UNIT. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

RELATIONSHIP OF THE PARTIES (JANUARY 2006): Neither party is an employee, agent, partner, or joint venture of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

SUBCONTRACTOR SUBSTITUTION PROHIBITED - RESIDENT SUBCONTRACTOR PREFERENCE (SEP 2009): If you receive an award as a result of the subcontractor preference, you may not substitute any business for the subcontractor upon which you relied to qualify for the preference, unless first approved in writing by the procurement officer. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, the procurement officer may require you to pay the State an amount equal to twice the difference between the price paid by the State and the price offered by the next lowest bidder, unless the substituted subcontractor qualifies for the preference. [11-35-1524(D)(5)(c)]

SUBSTITUTIONS PROHIBITED - END PRODUCT PREFERENCES (SEP 2009): If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the State may terminate your contract for cause and you may be debarred. In addition, you shall pay to the State an amount equal to twice the difference between the price paid by the State and your evaluated price for the item for which you delivered a substitute. [11-35-1534(B)(4)]

SURVIVAL OF OBLIGATIONS (JANUARY 2006): The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

TAXES (JANUARY 2006): Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

TERMINATION FOR CONVENIENCE – SHORT FORM (JANUARY 2006): The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. In such a termination, the
Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the state beyond what it would have been had the subcontract contained such a clause.

THIRD PARTY BENEFICIARY (JANUARY 2006): This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

WAIVER (JANUARY 2006): The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State’s rights under this Contract. Any waiver must be in writing.
VIII. BIDDING SCHEDULE / PRICE.

PRICE PROPOSAL (JAN 2006): Notwithstanding any other instructions herein, you shall submit the following price information as a separate document. If item(s) cannot be furnished, indicate NO QUOTE.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit of Measure</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>lot</td>
<td>$</td>
<td>$</td>
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</tbody>
</table>

**Item Description:** Lease of charter bus from Friday 2/8/13 to Saturday 2/9/13. Travel to High Point, NC and return to CCU Campus, Conway, SC. Men's Basketball Team travels to High Point University on Friday, 2/8/13 departing at 1:00 pm. Game time: 7:00 pm on Saturday 2/9/13. Team returns to CCU Campus after game on Saturday 2/9/13.

### Service Contract Preferences

| Section 11-35-1524(C)(1)(iii) – Select RCP if you qualify for the Resident Contractor Preference. |
| Section 11-35-1524(D)(1)&(2) – Select RSCP-2% if you qualify for the Resident Subcontractor Preference – 2%. |
| You must identify the subcontractor that will perform the work: |
| You must identify the work the subcontractor is to perform: |
| What is your factual basis for concluding that the subcontractor’s work constitutes the required percentage of the work to be performed in the procurement? |

| RCP |
| RSCP-2% |

| Section 11-35-1524(D)(1)&(2) – Select RSCP-4% if you qualify for the Resident Subcontractor Preference – 4% |
| You must identify the subcontractor that will perform the work: |
| You must identify the work the subcontractor is to perform: |
| What is your factual basis for concluding that the subcontractor’s work constitutes the required percentage of the work to be performed in the procurement? |

| RSCP-4% |

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<table>
<thead>
<tr>
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<th>Unit of Measure</th>
<th>Unit Price</th>
<th>Extended Price</th>
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</thead>
<tbody>
<tr>
<td>2</td>
<td>1</td>
<td>Lot</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**Item Description:** Lease of charter bus from Thursday 3/28/13 until Saturday 3/30/13. Traveling to Lexington, VA and return to CCU Campus, Conway, SC. Baseball Team travels to VMI for 3 games. Will depart CCU Campus on Thursday 3/28/13 at 2:00 pm. First game on Friday 3/29/13 and two games on Saturday 3/30/13. Will return to CCU Campus on Saturday 3/30/13 after second game.

### Service Contract Preferences

| Section 11-35-1524(C)(1)(iii) – Select RCP if you qualify for the Resident Contractor Preference. |
| Section 11-35-1524(D)(1)&(2) – Select RSCP-2% if you qualify for the Resident Subcontractor Preference – 2%. |
| You must identify the subcontractor that will perform the work: |
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| What is your factual basis for concluding that the subcontractor’s work constitutes the required percentage of the work to be performed in the procurement? |

| RCP |
| RSCP-2% |

| Section 11-35-1524(D)(1)&(2) – Select RSCP-4% if you qualify for the Resident Subcontractor Preference – 4% |
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<p>| RSCP-4% |</p>
<table>
<thead>
<tr>
<th>Item</th>
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<th>Unit of Measure</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>1</td>
<td>Lot</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**Item Description:** Lease of charter bus on Saturday 3/30/13. Traveling to Clinton, SC and return to CCU Campus, Conway, SC. Women's Lacrosse Team travels to Presbyterian College, departing at 7:00 am from CCU Campus for game at 1:00 pm. Team returns to CCU Campus after game on the same day.

### Service Contract Preferences

- Section 11-35-1524(C)(1)(iii) – Select RCP if you qualify for the Resident Contractor Preference.
- Section 11-35-1524(D)(1)&(2) – Select RSCP-2% if you qualify for the Resident Subcontractor Preference – 2%.
  - You must identify the subcontractor that will perform the work:
  - You must identify the work the subcontractor is to perform:
  - What is your factual basis for concluding that the subcontractor’s work constitutes the required percentage of the work to be performed in the procurement?
- Section 11-35-1524(D)(1)&(2) – Select RSCP-4% if you qualify for the Resident Subcontractor Preference – 4%.
  - You must identify the subcontractor that will perform the work:
  - You must identify the work the subcontractor is to perform:
  - What is your factual basis for concluding that the subcontractor’s work constitutes the required percentage of the work to be performed in the procurement?

### Response

- □ RCP
- □ RSCP-2%
- □ RSCP-4%

**GRAND TOTAL:**
CERTIFICATION OF MINORITY PARTICIPATION AND/OR OFFSHORE CONTRACTING (if applicable)

MINORITY PARTICIPATION (JAN 2006):
Is the bidder a South Carolina Certified Minority Business?  ☐Yes ☐ No
Is the bidder a Minority Business certified by another governmental entity?  ☐Yes ☐ No
If so, please list the certifying governmental entity:
Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?  ☐Yes ☐ No  If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor?
Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?  ☐Yes ☐ No  If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor?
If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:
☐ Traditional minority
☐ Traditional minority, but female
☐ Women (Caucasian females)
☐ Hispanic minorities
☐ DOT referral (Traditional minority)
☐ DOT referral (Caucasian female)
☐ Temporary certification
☐ SBA 8 (a) certification referral
☐ Other minorities (Native American, Asian, etc.)
(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

OFFSHORE CONTRACTING (JAN 2006): Work that will be performed offshore by the Offeror and/or its subcontractors must be identified in the Offeror’s response. For the purpose of this solicitation, offshore is defined as outside the 50 States and US territories. Offeror is to include an explanation for the following:
(a) What type of work is being contracted offshore?
(b) What percentage (%) of the total work is being contracted offshore?
(c) What percentage (%) of the total value of the contract is being contracted offshore?
(d) Provide a Service Level Agreement (SLA) demonstrating the arrangement between the off-shore contractor and the Offeror. Attach Service Level Agreement to this document or paste here. Data provided by the Offeror in regards to this clause is for information only and will not be used in the evaluation and determination of an award.
IX. ADDITIONAL INFORMATION

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY
Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed $10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of $1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: [www.sctax.org](http://www.sctax.org)

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: [http://www.sctax.org/Forms+and+Instructions/withholding/default.htm](http://www.sctax.org/Forms+and+Instructions/withholding/default.htm) [09-9005-1]